



CITY OF LODI COUNCIL COMMUNICATION

AGENDATITLE: Authorize the City Manager to Enter into a Contract with InSite Environmental, Inc. to prepare an Environmental Impact Report for the Proposed Lodi West 60-kV Power Line Project to be located west of Lodi (CDD/EUD).

MEETING DATE: June 3, 2009

PREPARED BY: Community Development Department


RECOMMENDED ACTION: Authorize the City Manager to enter into a contract with InSite Environmental, Inc. to prepare an Environmental Impact Report for the proposed Lodi West 60-kV Power Line Project that will extend between the western edge of Lodi and NCPA's STIG Plant located on the City's White Slough property 1.5 miles south of Highway 12 and west of Interstate 5.

BACKGROUND INFORMATION: Staff is proposing that the City enter into a contract with InSite Environmental to prepare an Environmental Impact Report (EIR) for the proposed Lodi West 60-kV Power Line project. This project is being proposed by the City of Lodi Electric Utility Department to provide a secondary path to supply the City with electricity. Currently, the City receives its electric power through a single "pipe" (composed of three power lines) that emanates from a single source - PG&E's Lockeford Substation east of the City. Because PG&E's substation is the sole source of electricity for Lodi, certain electrical disruptions result in the entire City being without electric power until the problem is addressed. EUD has identified a number of total City blackouts that have occurred in the past decade as a result of this single "pipe" arrangement.

A new power line (double circuit) extending from the western side of the City to a location adjacent to the City's White Slough wastewater treatment facility near **15** will provide the City with a secondary source of power. This will make the system more reliable by providing two separate sources to import power into the City. Because of the nature of the project, Staff felt that an Environment Impact Report should be prepared to identify any potential environmental impacts that may result from the project. The contract amount with InSite Environmental (\$137,793.08) exceeds the City Manager's signature authority.

Staff issued a Request for Proposals (RFP) for the environmental services and received responses from four firms. Staff determined that InSite Environmental was ably qualified to provide environmental services for the power line project. InSite Environmental has done a number of similar power line projects for other electric utility agencies and has extensive experience in San Joaquin County. Additionally, InSite Environmental submitted the lowest bid (\$137,793.08) of the four consulting firms that responded to the RFP. The consultant will prepare the EIR and the related environmental documents under the supervision of City staff. Authorizing the City Manager to enter into this contract is not an endorsement of the project.

APPROVED: _____


Blair King, City Manager

FISCAL IMPACT: The contract amount will be \$137,793.08.

FUNDING AVAILABLE: The funding will come from the Electric Utility Department
(#1677.1820).


Jordan Ayers, Deputy City Manager
Konradt Bartlam
Community Development Director

Cc: George Morrow

RB/dm/kc

Attachments: InSite Environmental Professional Services Contract & Proposal

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1 PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into as of _____, 2009, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and INSITE ENVIRONMENTAL, INC. (hereinafter "CONSULTANT").

Section 1.2 Purpose

CITY selected the CONSULTANT to render certain professional services to the CITY.

CITY wishes to enter into an agreement with CONSULTANT to perform those services as set forth in the Scope of Services attached hereto as Exhibit A and incorporated by this reference. CONSULTANT acknowledges that it is qualified to provide such services to CITY.

ARTICLE 2 SCOPE OF SERVICES

Section 2.1 Scope of Services

CONSULTANT, for the benefit and at the direction of CITY, shall perform the Scope of Services as set forth in Exhibit A, attached and incorporated by this reference.

Section 2.2 Time for Commencement and Completion of Work

CONSULTANT shall commence work pursuant to this Agreement, upon receipt of a written notice to proceed from CITY and shall perform all services diligently and complete work under this Agreement based on a mutually agreed upon timeline or as otherwise designated in the Scope of Services.

CONSULTANT shall submit to CITY such reports, diagrams, drawings and surveys as may be indicated in the Scope of Services.

CONSULTANT shall not be responsible for delays caused by the failure of CITY staff or agents to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project from which the Scope of Services is required shall not be counted against CONSULTANT's contract performance period. Also, any delays due to weather, vandalism, acts of God,

etc., shall not be counted. CONSULTANT shall remain in contact with reviewing agencies, if any, and make all efforts to review and return all comments received therefrom.

Section 2.3 Meetings

CONSULTANT shall attend meetings as indicated in the Scope of Services.

Section 2.4 Staffing

CONSULTANT acknowledges that CITY has relied on CONSULTANT's capabilities and on the qualifications of CONSULTANT's principals and staff as identified in its proposal to CITY. The Scope of Services shall be performed by CONSULTANT, unless otherwise agreed to by CITY in writing. CITY shall be notified by CONSULTANT of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel in CITY's sole discretion and shall be notified by CONSULTANT of any changes of CONSULTANT's project staff prior to any change.

CONSULTANT represents that it has thoroughly investigated and considered the Scope of Services (Exhibit A) and is prepared to and can perform all services specified therein. CONSULTANT represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature that are legally required for CONSULTANT to practice its profession, and that CONSULTANT shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals, and shall indemnify, defend and hold harmless CITY against any costs associated with such licenses, permits, qualifications, insurance and approvals which may be imposed against CITY under this Agreement.

Section 2.5 Subcontracts

CITY acknowledges that CONSULTANT may subcontract certain portions of the Scope of Services to subconsultants as specified and identified in Exhibit A. Should any subconsultants be replaced or added after CITY's approval, CITY shall be notified within ten (10) days and said subconsultants shall be subject to CITY's approval prior to initiating any work under the Scope of Services. CONSULTANT shall remain fully responsible for the complete and full performance of services performed by subconsultants and shall pay the fees and costs incurred by all such subconsultants.

ARTICLE 3

COMPENSATION

Section 3.1 Compensation

CONSULTANT's compensation for all work under this Agreement shall not exceed the amount of the Fee Proposal, attached as a portion of Exhibit A.

CONSULTANT shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY.

Section 3.2 Method of Payment

CONSULTANT shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable.

Section 3.3 Costs

The fees shown on Exhibit B include all reimbursable costs required for the performance of the individual work tasks by CONSULTANT and/or subconsultant and references to reimbursable costs located on any other fee schedule(s) shall not apply. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved in writing by CITY.

CONSULTANT charge rates are attached and incorporated with Exhibit B. The charge rates for CONSULTANT shall remain in effect and unchanged for the duration of this Agreement unless approved in writing by CITY.

Section 3.4 Auditing

CITY reserves the right to periodically audit all charges made by CONSULTANT to CITY for services under this Agreement. Upon request, CONSULTANT agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONSULTANT agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONSULTANT agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with

this requirement. CONSULTANT further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

ARTICLE 4

MISCELLANEOUS PROVISIONS

Section 4.1 Nondiscrimination

In performing services under this Agreement, CONSULTANT shall not discriminate in the employment of its employees or in the engagement of any subconsultants on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

Section 4.2 Responsibility for Damage

CONSULTANT shall indemnify and save harmless the City of Lodi, the City Council, elected and appointed Boards, Commissions, all officers and employees or agents from any suits, claims or actions brought by any person or persons for or on account of any injuries or damages sustained or arising from the services performed under this Agreement, but only to the extent caused by the negligent acts, errors or omissions of the CONSULTANT and except those injuries or damages arising out of the active negligence of CITY or its agents, officers or employees.

Section 4.3 No Personal Liability

Neither the City Council, nor any other officer or authorized assistant or agent or employee of CITY shall be personally responsible for any liability arising under this Agreement.

Section 4.4 Responsibility of CITY

CITY shall not be held responsible for the care or protection of any material or parts of the work described in the Scope of Services prior to final acceptance by CITY, except as expressly provided herein.

Section 4.5 Insurance Requirements for CONSULTANT

CONSULTANT shall take out and maintain during the life of this Agreement, insurance coverage as listed below. These insurance policies shall protect CONSULTANT and any subcontractor performing work covered under this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from CONSULTANT'S operations under this Agreement, whether such operations be by CONSULTANT or by any subcontractor

or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

1. COMMERCIAL GENERAL LIABILITY

\$1,000,000 Bodily Injury -

Ea. Occurrence/Aggregate

\$1,000,000 Property Damage -

Ea. Occurrence/Aggregate

or

\$1,000,000 Combined Single Limits

2. COMMERCIAL AUTOMOBILE LIABILITY

\$1,000,000 Bodily Injury - Ea. Person

\$1,000,000 Bodily Injury - Ea. Occurrence

\$1,000,000 Property Damage - Ea. Occurrence

or

\$1,000,000 Combined Single Limits

NOTE: CONSULTANT agrees and stipulates that any insurance coverage provided to CITY shall provide for a claims period following termination of coverage.

A copy of the certificate of insurance with the following endorsements shall be furnished to CITY:

(a) Additional Named Insured Endorsement

Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents and Employees as additional named insured's insofar as work performed by the insured under written Agreement with CITY. (This endorsement shall be on a form furnished to CITY and shall be included with CONSULTANT'S policies.)

(b) Primary Insurance Endorsement

Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.

(c) Separation of Insured's Clause

The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.

(d) Notice of Cancellation or Change in Coverage Endorsement

This policy may not be canceled by the company without 30 days' prior written notice of such cancellation to the City Attorney, City of Lodi, P.O. Box 3006, Lodi, CA 95241, except as to a 10-day notice for non-payment of premium

- (e) CONSULTANT agrees and stipulates that any insurance coverage provided to CITY shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810, et seq.). "Claims made" coverage requiring the insured's to give notice of any potential liability during a time period shorter than that found in the Tort Claims Act shall be unacceptable.

Section 4.6 Worker's Compensation Insurance

CONSULTANT shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all of CONSULTANT'S employees employed to perform work hereunder and, if any work is sublet, CONSULTANT shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the CONSULTANT. In case any class of employees engaged in hazardous work under this Agreement is not protected under the Worker's Compensation Statute, CONSULTANT shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the City Attorney, City of Lodi, P.O. Box 3006, Lodi, CA 95241.

Section 4.7 Time of the Essence

Time is of the essence in the performance of this Agreement.

Section 4.8 Successors and Assigns

CITY and CONSULTANT each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONSULTANT shall not assign or transfer any interest in this Agreement

without the prior written consent of CITY. Consent to any such transfer shall be at the sole discretion of CITY.

Section 4.9 Notices

Any notice required to be given by the terms of this Agreement shall be in writing signed by an authorized representative of the sender and shall be deemed to have been given when the same is personally served or upon receipt by express or overnight delivery, postage prepaid, or in three (3) days from the time of mailing if sent by first class or certified mail, postage prepaid, addressed to the respective parties as follows:

To CITY: City of Lodi
Blair King, City Manager
221 West Pine Street
P.O. Box 3006
Lodi, CA 95241-1910

To CONSULTANT: InSiteEnvironmental, Inc
Charles Simpson, Principal
6653 Embarcadero Drive, Suite Q
Stockton, CA 9521

Section 4.10 Cooperation of CITY

CITY shall cooperate fully in a timely manner in providing relevant information that it has at its disposal relevant to the Scope of Services.

Section 4.11 CONSULTANT is Not an Employee of CITY

It is understood that CONSULTANT is not acting hereunder in any manner as an employee of CITY, but solely under this Agreement as an independent contractor.

Section 4.12 Termination

CITY or CONSULTANT may terminate this Agreement by giving the other party at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase. Upon termination, CONSULTANT shall be entitled to payment as set forth in the attached Exhibit B to the extent that the work has been performed. Upon termination, CONSULTANT shall immediately suspend all work under this Agreement and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONSULTANT with third parties in reliance upon this Agreement.

Section 4.13 Severability

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

Section 4.14 Captions

The captions of the sections and subsections of this Agreement are for the convenience of the parties hereto only and shall not be deemed to be relevant in resolving any question or interpretation or intent hereunder.

Section 4.15 Integration and Modification

This Agreement represents the entire integrated agreement between CONSULTANT and CITY; supersedes all prior negotiations, representations, or Agreements, whether written or oral, between the parties; and may be amended only by written instrument signed by CONSULTANT and CITY.

Section 4.16 Applicable Law and Venue

This Agreement shall be governed by the laws of the State of California. Venue for any court proceeding brought under this Agreement will be with the San Joaquin County Superior Court.

Section 4.17 Attorney's Fees

In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's fees from the party who does not prevail as determined by the San Joaquin County Superior Court.

Section 4.18 Contract Terms Prevail

All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

Section 4.19 Authority

The undersigned hereby represent and warrant that they are authorized by the parties they purport to represent to execute this Agreement.

Section 4.20 Ownership of Documents

All documents, photographs, reports, analyses, audits, computer tapes or cards, or other material documents or data, and working papers, whether or not in final form,

which have been obtained or prepared under this Agreement, shall be deemed the property of CITY. Upon CITY's request, CONSULTANT shall allow CITY to inspect all such documents during CONSULTANT'S regular business hours. Upon termination or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONSULTANT to CITY within ten (10) days.

CITY agrees to indemnify, defend and hold CONSULTANT harmless from any liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were prepared.

IN WITNESS WHEREOF, CITY and CONSULTANT have executed this Agreement as of the date first above written.

CITY OF LODI, a municipal corporation

ATTEST:

By _____
RANDI JOHL
CITY CLERK

By _____
BLAIR KING
CITY MANAGER

APPROVED AS TO FORM:

CONSULTANT

By _____
D. STEPHEN SCHWABAUER
CITY ATTORNEY



By: _____

Its: _____



March 31, 2009

Konradt Bartlam, Interim Director
Lodi Community Development Department
City Hall
221 West Pine Street
Lodi, CA 95241

Re: City of Lodi Electrical Utilities Department "Lodi West 60-kV Power Line Project"

Dear Mr. Bartlam,

On behalf of Insite Environmental, I appreciate the opportunity to submit this proposal for preparation of the Environmental Impact Report (EIR) for the Lodi West 60-kV Power Line Project. InSite is very excited about this project; it is located near our offices in north Stockton and presents us with another opportunity to work with the City of Lodi. InSite has in-depth experience in the Lodi-Stockton vicinity, and we also bring to the table substantial experience in the environmental review of electrical transmission lines.

The Lodi West Project would involve the construction of approximately six miles of 69-kV transmission line, approximately half of which would be located on joint poles with PG&E facilities. The proposed transmission line would link the existing NCPA facility at the city's White Slough Facility with the City's Westside substation. The proposed line passes through the influence area of Kingdon Airpark, and the proposed facilities are within the viewshed of several existing homes along the proposed alignment. Although wood-pole electrical systems are relatively common in the rural and urban areas of San Joaquin County, the proposed transmission line is located in the politically sensitive area separating Lodi and Stockton.

The City of Lodi retained consultants to evaluate the feasibility of the proposed project and to engage in stakeholder meetings with PG&E, agencies and members of the public. In spite of these efforts, and following the evaluation of several alternatives, the proposed project remains potentially controversial. As a result, the City has required the preparation of an EIR before it considers project approval.

InSite Environmental has had extensive experience in the preparation of CEQA documents for electrical expansion activities, including the evaluation of environmental feasibility and environmental impacts of proposed transmission lines. Our projects have included 69-kV, 115-kV and 230-kV lines as well as associated substations, switching equipment and distribution facilities. During the deregulation period, InSite Environmental evaluated several projects for the Modesto Irrigation District (MID), including their recently completed 230-kV intertie between the Westley switching station and MID's Rosemoore substation in west Modesto. Several of our MID projects involved 69-kV and 115-kV transmission lines projects on wood pole systems, including stand-alone and joint-pole

facilities. In each case, the environmental issues were similar to those associated with the proposed Lodi West project, involving issues of aesthetic, biological and cultural resource sensitivity.

In addition to these individual project analyses, InSite was also responsible for the preparation of a Program EIR addressing MID's overall electrical expansion program that extended over an approximately 5,500-square mile area. The Electrical Expansion Program EIR remains in use by MID staff today as an in-house planning and decision-making tool as well as a means to facilitate environmental review of ongoing electrical expansion projects.

The attached materials constitute our response to the RFP, and they respond directly to the RFP's outline of required submittals. Attached for your review and consideration are the following:

- Detailed scope of work required to prepare and process the EIR, including time required to reach the identified milestones.
- Brief bio sketch of InSite Environmental and its two proposed subcontractor firms: Moore Biological Consultants and The Genesis Society.
- Description of InSite Environmental's project experience, including specific experience on electrical utility projects.
 - Schedule and time table for project completion.
 - Proposed budget.

InSite Environmental is fully insured and prepared to enter into the City's standard agreement for consulting services, and we are ready to begin work immediately. We look forward to the opportunity to assist the City of Lodi Community Development and Electrical Utility Departments in the completion of environmental review of the Lodi West 60-kV Power Line project.

If you have any questions or would like any additional information about our firm or our proposal, please do not hesitate to contact me.

Sincerely,



Charles Simpson
Principal

1.0 PROPOSED SCOPE OF WORK (Revised 4-23-09)

The proposed project involves construction and operation of a planned 60 kilovolt (kV) transmission line by the City of Lodi Electrical Utility Department that would connect the City's proposed Westside substation with existing Northern California Power Agency (NCPA) facilities at the City's White Slough wastewater plant located west of I-5. The purpose of the project is to increase the reliability of the City's electrical system by providing a second point of supply; the City system is presently served with power supply from a single PG&E substation located in the unincorporated area. The White Slough facility is not contiguous with the City of Lodi but is within the City limits.

The preferred transmission line alignment would be approximately six miles in length and would extend west along portions of State Route 12, a private road, Harney Lane, DeVries Road, Tredway Road, Ray Road, a 4,000 linear foot section of private property, onto City of Lodi property, across I-5 to the White Slough plant. With the exception of the private land sections, the project would be located within existing highway and road rights-of-way. The project would involve the installation of approximately 77 poles, about half of which would be shared with existing PG&E distribution and other overhead facilities under a joint pole agreement; steel poles may be used at corners where required.

The City completed an analysis of seven alternative alignments for the proposed transmission line in 2007, which recommended the current preferred alignment. A 2008 review of the previous study, the Preferred Alternative Line Route Study, again recommended the preferred alignment. Nonetheless, the City wishes to carry forward some of the alternatives for consideration in the environmental review of the preferred analysis.

Construction of the proposed transmission line would not involve substantial permanent disturbance, and wood-pole electrical systems are relatively common in the rural and urban areas of San Joaquin County. Nonetheless, the project would require some right-of-way acquisition, and proposed line is located in the politically-sensitive areas close to and separating Lodi and Stockton. The proposed line crosses I-5 and the approach/takeoff path of Kingdon Airpark, and proposed facilities are within the immediate viewshed of existing residences along the alignment. While the City has engaged in stakeholder meetings with Caltrans, PG&E, other agencies and the public, the project is considered potentially controversial, and the City has determined that an EIR should be prepared.

InSite Environmental proposes to prepare and process the EIR for the Lodi West 60 kV Power Line Project on behalf of the City of Lodi Community Development Department and the Lodi Electric Utility. As requested in the RFP, InSite will assume responsibility for all aspects of EIR processing. InSite has had extensive experience in the preparation of CEQA documents for electrical system improvement projects similar to the proposed project and involving comparable issues, as documented in a subsequent section of this proposal. This section of our proposal sets forth InSite Environmental's proposed Scope of Work. The proposed Scope of Work is comprehensive in that it addresses the preparation of the Draft and Final EIRs and the completion of all required elements of the CEQA process, including

preparation of the Notice of Preparation and other required notices, a Mitigation Monitoring/Reporting Program, and a findings document.

TASK 1.0: PROJECT MANAGEMENT SERVICES

Task 1.1: Project Initiation

Upon notification of selection, InSite will schedule a meeting with City of Lodi staff to finalize the scope of work, budget and schedule for the project. This meeting would be expected to include clarification of the project description and objectives, treatment of alternatives, available information, contact identification, and discussion of potential impacts, mitigation measures and a cumulative impact analysis scenario to be explored in the EIR.

InSite Environmental's involvement in the project will be initiated on receipt of a written Notice to Proceed or a signed contract.

Task 1.2: Project Management Meetings

InSite Environmental will confer regularly with City staff and others as needed during the preparation of the EIR and related activities to manage workflow and budget issues. These meetings may be face-to-face or by conference call as jointly determined with the City; however, due to InSite's location, regular face-to-face meetings would not present a problem. The agenda for update meetings would continue to include the project and environmental issues as well as schedule and processing concerns, information needs or other issues.

InSite Environmental will remain available throughout the term of the contract (i.e. until the job is done) to meet with City staff by phone or in person as requested.

Task 1.3: Data Collection

InSite Environmental will initiate its environmental work by obtaining and reviewing background information on the project and project alternatives as well as general information related to EUD facilities and operations. InSite will review City of Lodi and San Joaquin County planning and policy documents relevant to the project area. InSite will also collect and review agricultural, air quality, biological, geological, soils, aerial photography, and other documentation related to the area and applicable to the project. Specific information to be collected is described in more detail and by subject in Section 4.0.

TASK 2.0: SCOPING AND NOTICE OF PREPARATION

Task 2.1: Pre-Project Public Meetings

In order to address potential landowner concerns pro-actively, and prior to publication of the Notice of Preparation (NOP), the City would convene a “by-invitation” Pre-Project Meeting to discuss the project need, purpose and alternatives and to seek public input in identifying a preferred route among the top three alternate routes. Public invitees would consist of property owners adjoining the proposed alignments and any other interested parties identified by the City. InSite Environmental would attend this meeting and would participate in presenting the project and in facilitating the discussion, particularly with respect to environmental and planning issues.

It is anticipated that some of the selected landowners may have concerns that would not be fully addressed at the Pre-Project Meeting. These issues may need to be addressed in a “one-on-one” or small group setting. InSite’s cost proposal includes a budget for preparation for and participation in up to five of these meetings, assuming they are conducted in the Lodi or Stockton vicinity.

The information gathered during the Pre-Project Meetings would be used by the City to determine the preferred route, which would in turn be identified in the NOP. Issues raised in the Pre-Project Meetings will be identified in a Memorandum that will reflect the issue and qualitatively evaluate the three alternate routes being discussed against the environmental and planning issues being raised. It should be noted that technical and/or engineering related issues are to be addressed by others.

Optional Approach

An alternative approach that could be considered by the City of Lodi would be to conduct public scoping meetings as described above except during the NOP review period as “scoping” meetings. The NOP would identify the three alternate routes, either identifying the apparent preferred route (Alternative 7) or indicating that a preferred route would be identified in the EIR following planned scoping meetings. In either case, the remaining two alternative routes would be included in the EIR’s alternative analysis. The Pre-Project Meetings identified under Task 2.1, above would then be conducted under Task 2.3.

Please note that the cost associated with either approach would be the same. It is assumed that the City will provide direction as to the selected approach at the initial project meeting.

Task 2.2: Notice of Preparation

Following project initiation and clarification of the project description, InSite Environmental will prepare an Initial Study for the project using the City’s preferred format or the Environmental Checklist form included in the CEQA Guidelines. With the understanding that a full-scope EIR will be prepared, the Initial Study will be brief;

however, issues that can be sufficiently addressed and found on the basis of substantial evidence to be less than significant will be identified in the Initial Study. With the City's concurrence, these issues may not require further treatment in the EIR.

InSite Environmental will prepare a Notice of Preparation (NOP) that incorporates the Initial Study. Based primarily on the Initial Study, the NOP will describe the project, the project's potentially significant environmental issues, and their anticipated treatment in the EIR. InSite Environmental will prepare an administrative draft version of the NOP as required by the RFP and submit it to City of Lodi staff for review.

On completion of staff review, InSite Environmental will revise, duplicate and mail the IS/NOP to a mailing list defined in conjunction with City staff. The use of hard copies vs. electronic copies and/or posting on the City's web site will be discussed and utilized as deemed appropriate by staff. InSite will distribute the NOP to the State Clearinghouse. The City of Lodi will also be provided with an electronic and reproducible copy of the document.

On the close of the NOP review period, InSite will review and summarize all responses to the NOP in a Scoping Memo to be submitted to City staff for review.

Task 2.3: Scoping Meetings

During the NOP notification period, InSite will attend an Agency Scoping Meeting to be conducted by the City. In addition, if the City selects the Optional Approach outlined in Task 2.1, the Pre-Project Meetings described in that task will be conducted as scoping meetings with adjacent landowners and other invited members of the public during the NOP review process.

The issues raised in the NOP and scoping meeting process will be considered in the EIR provided they are addressed in this Scope of Work. If substantial new issues are identified that may require a change in the Scope of Work, they will be identified for consideration by the City.

TASK 3.0: ENVIRONMENTAL IMPACT REPORT

InSite Environmental will prepare an EIR for the project that complies with all applicable requirements of CEQA. The EIR document will provide City of Lodi decision-makers, other responsible agencies, and the public with a comprehensive but concise description of the potentially significant environmental effects of the project, mitigation measures that can reduce or avoid the effects, and alternatives to the project.

Task 3.1: Project Description

InSite Environmental will prepare a detailed Project Description based on information provided by the EUD and its consultants. Based on this information, InSite will prepare a written and graphic description of the project. The Project Description will include the purpose and objectives of the project, the location and physical parameters of the project,

the potential area and/or volume of physical disturbance associated with the project, permits and approvals required, proposed mitigation plans incorporated into the project, if any, project phasing, financing, and other relevant information.

Task 3.2: Administrative Draft EIR

InSite Environmental would prepare an Administrative Draft EIR (ADEIR) for initial review by City of Lodi staff. InSite Environmental would confer with the City regarding its comments on the first draft of the ADEIR; the ADEIR would be revised to reflect the City's comments and then resubmitted for a second round of review. Comments received on the second round of review would be incorporated into the EIR, which would then be tendered to the City as a Screen Check EIR, as discussed in the following task. The ADEIR would be reproduced as specified in the RFP for both rounds of review.

The scope and content of each of technical chapters of the ADEIR are described in the Section 4.0. The ADEIR would include the following chapters:

- 1.0 Introduction
- 2.0 Summary
- 3.0 Project Description
- 4.0 Aesthetics
- 5.0 Agriculture
- 6.0 Climate and Air Quality
- 7.0 Biological Resources
- 8.0 Cultural Resources
- 9.0 Geology and Soils
- 10.0 Hazards and Hazardous Materials
- 11.0 Hydrology and Water Quality
- 12.0 Land Use and Planning
- 13.0 Noise
- 14.0 Population and Housing
- 15.0 Public Services
- 16.0 Transportation
- 17.0 Utilities and Services
- 18.0 Global Climate Change
- 19.0 Alternatives to the Proposed Project
- 20.0 Growth-Inducing Impacts
- 21.0 Cumulative Impacts
- 22.0 Significant Irreversible Environmental Changes
- 23.0 Sources
- Appendices

The EIR will include a description of source documents, persons and internet sites consulted in the preparation of the EIR. Technical reports and other data will be incorporated into appendices, as required.

Environmental setting sections will be compiled for each technical discipline shown above. The scope of study in each discipline would vary with the importance and complexity of

issues. The data collection process will include review of available documents, incorporation of biological and cultural resource subcontractor reports, site visits, review of mapping and aerial photography, and *consultation with agencies* that have jurisdiction or substantial interests in the project, project area, or in any public resources affected by the project.

Potential environmental effects in each of the listed technical disciplines will be identified on the basis of Environmental Setting data and “significance thresholds” defined using the CEQA Guidelines and any other applicable state, local or other standards. The impact analysis will include any potential direct impacts of the project as well as any interactive, cumulative, and indirect effects. The analysis will include preparation of chapters discussing growth-inducing impacts of the proposed project, irreversible environmental changes, and other subjects required by CEQA. Potential effects of the project on global climate change and mitigation measures for these effects, if required, will be addressed.

InSite Environmental *subcontractors* will provide technical analysis in the areas of Biological and Cultural Resources. These services will be provided by Moore Biological Consultants, Environmental Visions and The Genesis Society. Fee proposals from each of the proposed contractors are shown in the proposed budget. Fees from all subcontractors retained by InSite Environmental will be subject to a 10% carrying charge as described in our current Rate and Charge Schedule.

Environmental issues that would be addressed in the EIR are described in Section 4.0. These issues will also be detailed in the Notice of Preparation. This statement of issues is considered preliminary and may need to be amended based on input from City staff or agencies commenting on the NOP. Where the EIR identifies potentially significant impacts, InSite Environmental will identify and describe *feasible mitigation measures* that could avoid, substantially reduce, or minimize these effects. The description will identify the impact to be mitigated, the nature of the mitigation, and the level to which the environmental impact would be reduced. Any significant residual effect would be identified.

The ADEIR will include an analysis of the potential effects of reasonable *alternatives to the project* that could fulfill its objectives while minimizing impacts on the environment, based on the CEQA Guidelines. Alternatives to be addressed would include the No Project Alternative and 2-3 of the routing alternatives previously considered by the City. The alternatives to be addressed would be discussed with the City staff at the project initial meeting, and subsequently as required. Alternatives analysis would be conducted at a general level consistent with the requirements of CEQA.

The ADEIR will include an analysis of *growth-inducing* and *cumulative impacts*. Growth-inducing impacts would include an analysis of potential elimination of constraints to growth as a result of providing a more reliable electrical system and expanding the grid to new areas. This analysis and its conclusions will primarily rely on the Lodi General Plan. The cumulative impacts analysis would have as its basis a list of comparable projects in the project area, based on contacts with the City of Lodi, City of Stockton and the County of San Joaquin. Cumulative impacts would be analyzed in each of the technical disciplines

addressed in the EIR. Aesthetic and biological issues would receive special attention; other analyses would be general in nature.

Task 3.3: Screen Check EIR, Draft EIR Publication and Review

Following City of Lodi staff review of the second draft ADEIR, InSite Environmental will make necessary revisions to the EIR and present it to staff as a Screen Check EIR. Following staff review of the Screen Check EIR, InSite Environmental will make final revisions to the document and reproduce the Draft EIR (DEIR) for public review as required by the RFP. InSite Environmental will prepare a Notice of Availability for publication in the newspaper, prepare a Notice of Completion and deliver copies of the Draft EIR to the State Clearinghouse, and distribute other copies of the EIR to addressees shown on a distribution list to be developed by InSite Environmental in consultation with City staff. The City of Lodi will also be provided with an electronic and reproducible copy of the document.

Task 3.4: Final EIR

Following the public review period, InSite Environmental would prepare an addendum-style Administrative Final EIR (AFEIR) incorporating the Draft EIR by reference and including an errata section identifying any necessary changes to the DEIR, a list of commenters, and proposed responses to the substantive comments received on the DEIR. Responses to comments will be coordinated with the City of Lodi to ensure that all responses are consistent with the City's approach. The AFEIR will also include a revised version of the DEIR summary. The AFEIR will be reproduced and submitted for City review as specified in the RFP.

InSite Environmental will incorporate staff comments on the FEIR into the document and submit a second draft of the AFEIR. Following City review, the FEIR would be revised and duplicated as required by the RFP. Copies of the FEIR will be distributed to commenters a minimum of 10 days ahead of certification. Decision-maker copies, an electronic copy and a reproducible copy will be delivered to the City of Lodi for distribution.

Task 3.6: CEQA Findings

InSite Environmental will prepare a draft set of findings of fact meeting the criteria established in CEQA Guidelines Section 15091-3 in a form acceptable to the City of Lodi. After review and correction, this document will be reproduced. This document will be submitted to City staff for review and incorporation into staff reports or resolutions as appropriate.

Task 3.6: Mitigation Monitoring Plan

In consultation with City staff, InSite will prepare a Mitigation Monitoring Program (MMP) in a format acceptable to the City. The MMP will identify the required mitigation measures, the party responsible for implementing the mitigation, and the timing and method of monitoring compliance. This document will be submitted to City staff for review. After review and correction, this document will be reproduced.

TASK 4.0: TECHNICAL SCOPE OF WORK

This section provides specific information on the environmental issues to be addressed in each technical chapter of the Lodi West 60 kV Power Line Project EIR.

Task 4.1: Aesthetics

Environmental Setting. Characterize existing landscape, including land, transportation, and agricultural development in the project vicinity, in an aesthetic context, identifying elements of variety and interest including landmarks, open lands, tree stands, drainages, and other features. Identify primary viewer corridors, residential areas, and groups potentially affected by changes on the project site, and lines of visibility. Identify existing night lighting features and their prominence in local view sheds.

Issues Addressed in Impact Analysis

- Nature and degree of potential landscape change associated with proposed project.
- Description of viewshed change associated with the project based on available project description information. This would include the addition of new poles (where applicable) and conductors.
- Discussion of effects on existing viewsheds from representative locations in the project area. The proposed budget includes a line item for the creation of visual simulations from two representative locations along the project alignment. InSite Environmental feels this would be of value in both illustrating the potential visual effect of the project and in defending an EIR challenge on aesthetic grounds, if necessary. Visual simulations would be prepared by InSite Environmental subcontractor Environmental Vision.
- Extent and location of potential night lighting associated with the project, effects on night view sheds, and any potential light and glare effects.

Task 4.2: Agriculture

Environmental Setting. Identify, describe, and map existing agricultural uses, soil suitability and productivity, and the existence and renewal status of Williamson Act designations, if any along the project alignment. Identify any potentially-affected existing on-site irrigation systems and supply.

Issues Addressed in Impact Analysis

- Project impacts on existing agricultural activities along the project alignment. Project implications for short-term temporary and long-term agricultural use in terms of agricultural productivity, conveniences, and reversible and irreversible consequences.
- Potential conflicts, if any, between proposed electrical lines and agricultural use, including adjoining or nearby agricultural land uses.
- Potential effects on agricultural pest control, including aerial application of pesticides, and existing irrigation systems.

Task 4.3: Climate and Air Quality

Environmental Setting. Existing climate data, regional and local meteorology and air quality, consistency with state and federal ambient air quality standards, existing air quality management programs of the San Joaquin Valley Air Pollution Control District (SJVAPCD) and the local, state and federal regulatory setting.

Issues Addressed in Impact Analysis

The climate and air quality analysis will conform to the guidance presented in the SJVAPCD's Guide for Assessing and Mitigating Air Quality Impacts (GAMAQI) and will consider construction impact, long-term ozone precursor emissions, potential toxic air contaminants, hazardous material, and odor impacts. The analysis will consider the application of the SJVAPCD's recently adopted Rule 9510 Indirect Source Rule to the project.

- Identification of construction emissions and specification of control measures per GAMAQI requirements.
- Assessment of long-term area and mobile-source ozone precursor emissions.
- Energy efficiency and related air quality implications or benefits of alternative power supply (also of interest with respect to global climate change issue).
- Assessment of potential odor, toxic air contaminant and hazardous material release impacts, as described in GAMAQI.

Task 4.4: Biological Resources

Environmental Setting. Inventory of biological resources on and along the project alignment including presence/absence of native habitat, wetlands and/or Waters of the U.S. and special-status species. Technical consultation would include a review of the California Natural Diversity Data Base (CNDDB) and a field survey. Biological inventory work would be performed by Diane Moore of Moore Biological Consultants. Field work

will be supplemented, as needed, with literature review, aerial photo interpretation, and agency consultation.

Issues Addressed in Impact Analysis

- Effects of proposed transmission line construction on the availability and utility of wildlife habitat, wildlife habitat diversity and utilization of any critical wildlife habitats which may be identified on or adjacent to the project site.
- Potential effects on special-status plant species.
- Potential effects on habitat, nesting activity or habitat use by special-status wildlife species.
- Potential effects on Waters of the U.S. and wetlands, if any
- Impacts on oak trees, including heritage oaks, if any.

Task 4.5: Cultural Resources

Environmental Setting. Describe archaeological or historical resources encountered along the proposed alignment from a new cultural resources record search and survey to be prepared by The Genesis Society under subcontract to InSite Environmental.

Issues Addressed in Impact Analysis

- Potential for direct disturbance of known surface and subsurface cultural resources, if any, as a result of transmission line construction.
- Potential for indirect disturbance of cultural resources, if any, as a result of project construction.
- Potential for avoidance, minimization, or mitigation of impacts through information recovery, site recordation, site protection, open space, or other measures as appropriate or as required by CEQA.

Task 4.6: Geology and Soils

Environmental Setting. Description of regional and local geology topography, faulting, and seismicity including any fault displacement, seismic shaking, liquefaction, or settlement hazards from available documentation. Description of soil mapping units, soil productivity, soil characteristics (depth, texture, drainage, etc.), limitations (shrink/swell, saturation, etc.) and wind and water erosion potential.

Issues Addressed in Impact Analysis

- Exposure of proposed electrical facilities to seismic, liquefaction, settlement or other geologic hazards.

- Exposure of proposed electrical facilities to soil constraints and construction concerns, if any.
- Potential effects on soil erosion, potential discharges, if any, need for erosion control measures. Relationship to City and County storm water quality management programs and criteria.

Task 4.7: Hazards and Hazardous Materials

Environmental Setting. This section will identify and describe any past releases, contamination and remediation sites, and existing use and generation of hazardous materials and wastes in the project vicinity. This information would be derived largely from a hazmat database search to be obtained from Environmental Data Resources by InSite Environmental. Other potential hazards to or related to the proposed facilities will be identified, including highways, railroads, airports and electrical transmission lines.

Issues Addressed in Impact Analysis

- Potential for exposure of construction personnel and future site users to environmental risks associated with previous hazardous materials usage or waste on or near the project site.
- Identification of potential for use of hazardous materials in construction of the project and controls on such use.
- Potential hazards associated with project operation, including a discussion of health hazards associated with electromagnetic fields (EMF).
- Potential conflicts between proposed electrical facilities and airspace restrictions at Kingdon Airpark.

Task 4.8: Hydrology and Water Quality

Environmental Setting. Describe existing surface water features in the project vicinity including mapped floodplain areas and existing runoff patterns. Discuss the general nature, extent, and quality of groundwater resources in the project vicinity. Wetlands and water supply issues will be addressed in the Biological Resources and Public Services sections, respectively.

Issues Addressed in Impact Analysis

- Changes in existing drainage patterns, features and runoff as result of the project.
- Potential construction sediment contributions to waterways and effects on water quality. Application of City and County storm water management requirements to the project, and identification of necessary erosion control measures.

- Potential for floodplain conflict based on FEMA mapping.
- Potential effects of project construction on groundwater resources.

Task 4.9: Land Use and Planning

Environmental Setting. Identify and describe existing and planned land use and circulation patterns in the project vicinity, including the Southwest Gateway project. Describe existing land uses on the project alignment and on adjoining lands. Describe applicable designations and provisions of City, County, or regional planning documents with relevance to the proposed development.

Issues Addressed in Impact Analysis

- Land use change associated with the project and effects on adjoining agricultural and rural lands.
- Consistency of the project with approved urban land uses as well as existing residential, agricultural and other land uses adjacent to the project alignment.
- Consistency of the project with land use/circulation designations and applicable policy provisions of the Lodi General Plan and the San Joaquin County General Plan and zoning.
- Consistency of the project with any other applicable adopted planning documents.
- Relationship of the project to planned or proposed community separators.

Task 4.10: Noise

Environmental Setting. This section would identify existing Lodi and County General Plan noise standards applicable to the project alignment and identify the location of sensitive receptors in the vicinity. Existing highways and roads, railroads and any nearby land uses which may generate noise would be identified; existing and anticipated future roadway noise would be identified from existing sources.

Issues Addressed in Impact Analysis

- Potential for construction noise and any controls necessary to minimize noise on sensitive receptors in the vicinity of the project.
- The project is not expected to result in any long-term noise generation. However, this potential will be considered in the EIR.

Task 4.11: Population and Housing

Environmental Setting. This section would briefly document existing population and housing stock for the City of Lodi and San Joaquin County, including past and projected growth.

Issues Addressed in Impact Analysis:

- Identify any potential changes in future population and/or housing stock associated with the proposed project. The project is not expected to result in impacts in this issue area, however.

Task 4.12: Public Services

Environmental Setting. Identify and describe City, County and other service providers in the project area; describe existing facilities crossed by or near the project alignment. Identify nature and operations of emergency response agencies and any relevant capacity or operational constraints for police and fire protection services, schools and parks and recreation facilities.

Issues Addressed in Impact Analysis

- Changes in demand for or delivery of police or fire protection and potential effects on providers.
- The project is not expected to result in student generation, school impacts, effects on parks and recreation demand.

Task 4.13: Transportation

Environmental Setting. The EIR will identify and describe existing transportation systems in the project vicinity, including I-5, SR 12 and the County roads crossed and followed by the project. The EIR will describe Kingdon Airpark and related air traffic controls, imaginary surfaces and other operational safety features.

Issues Addressed in Impact Analysis

- Project effects on highway traffic operations, and on existing and projected local traffic operations during construction.
- Effects of proposed transmission line on operation of Kingdon Airpark and related air traffic, based on analysis of conflicts with defined airport safety areas for the airport.
- Effects of the project on any other transportation systems in the project vicinity.

Task 4.14: Utilities and Services

Environmental Setting. Identify and describe existing and planned other utility systems located in and serving the project area, including overhead utilities and pipelines. Discuss City of Lodi electrical utility, NCPA and applicable inter-agency relationships.

Issues Addressed in Impact Analysis

- Potential effects of project construction on any existing or planned pipelines, communication, power, telephone or other utility facilities in the project vicinity.
- Beneficial effects on the Lodi Electrical Utility, system reliability and transmission capacity.
- Effects of the project on availability of renewable energy supplies, if any.
- Potential effects on other utility system operations in the project area, if any.

Task 4.15 Global Climate Change

Environmental Setting. The EIR will include a discussion of global climate change issues and their relationship to emissions of greenhouse gases (GHGs). Ongoing state and local planning to reduce greenhouse gas emissions will be discussed as will existing emissions per unit of power for power supply contributors to the Lodi Electric Utility, including NCPA; this information will be obtained from existing sources.

Issues Address in Impact Analysis

- Construction emissions of greenhouse gases
- Increases or decreases in greenhouse gas emissions associated with project operation reflecting potential changes in utility efficiency.

TASK 5.0 OUTSIDE PRESENTATIONS, PRESENTATION AND STAFF REPORTS TO THE PLANNING COMMISSION AND CITY COUNCIL

Task 5.1: Public Meetings, Outside Agencies and Stakeholders

InSite Environmental staff will attend public meetings with outside agencies and/or stakeholders as directed by the City of Lodi. A per-meeting cost for meetings in the Stockton-Lodi vicinity is specified in the proposed budget.

Task 5.2: Public Meetings, Lodi Planning Commission and City Council

InSite Environmental staff will attend public meetings before the City of Lodi Planning Commission and City Council as directed by the City. Meeting attendance will include preparation of necessary background reports and graphics as well as preparation and delivery of a presentation to the decision-making body. A total of four meetings, proposed as separate line items, is assumed in the proposed budget.

TASK 6.0: DELIVERABLES

Task 6.1: EIR Documentation

InSite Environmental will submit deliverables of EIR-related products as specified in the RFP. This would include the preparation and delivery of four (4) bound, one (1) master reproducible copy, and one (1) electronic version to the City for each round of administrative review of the following documents:

- Administrative Notice of Preparation
- Administrative Draft EIR
- Administrative Final EIR
- Administrative Findings
- Administrative MMP

InSite Environmental reproduce and distribute hard copies (or alternative media, if specified) copies of the Notice of Preparation as directed by the City.

InSite Environmental will prepare 25 hard copies (or alternative media, if specified), one (1) master reproducible copy, and one (1) electronic version to the City for each of the following documents:

- Draft EIR
- Final EIR
- MMP

Proposed findings shall be delivered to the City as an electronic file for incorporation into staff-developed decision-making documents.

Reproduction and distribution costs shall be governed by the established budget limit of 5% of the gross bid.

2.0 INSITE BIOGRAPHY AND TEAM BIOGRAPHIES

INSITE ENVIRONMENTAL

InSite Environmental, Inc. is a Stockton firm specializing in environmental planning, environmental documentation and environmental processing under both CEQA and NEPA. The firm uses a strategic approach to environmental compliance that results in a high-quality document and a thorough and well-documented process. InSite Environmental has existed in its current form since 1997. InSite Principal Charlie Simpson has provided environmental consulting services in connection with other business entities since 1974, and in the Central Valley since 1989.

InSite is experienced in all aspects of CEQA and NEPA environmental review and documentation, from the use of Initial Studies and Categorical Exclusions to the preparation of EAs, EIRs, and EISs, and related environmental documents. A key element of this experience is a strategic orientation toward the environmental compliance process that begins with reconnaissance and agency coordination, then proceeds step-wise through project planning, documentation, negotiation and monitoring, as needed. InSite is very familiar with all aspects of public involvement and has successfully defended its work, on appeal and in litigation. InSite draws from a team of hand-selected subcontractor specialists to assemble specific project teams.

InSite Environmental's generalist staff is supported by a range of qualified technical subcontractors, each with substantial experience in the environmental processing of projects, including projects with federal funding and/or state agency involvement. Principal technical input is ordinarily required in the cultural and biology disciplines. These subcontractor services will be provided to InSite for the Lodi West Project by Environmental Vision, The Genesis Society and Moore Biological Consultants. A brief biography of each subcontractor follows.

InSite Environmental maintains over 3,000 square feet of office space in Stockton. InSite is organized for the coordination and production of environmental documents. With its full-time staff of seven, InSite is ordinarily involved in 2-3 major projects and numerous lesser projects at any point in time. Word processing, digital graphics and document reproduction functions are accomplished in-house, and products are coordinated and developed over the office network. InSite Environmental makes wide use of the communication and information resources of the Internet.

InSite is committed to providing products, strategy, process, and ideas of the highest quality. The firm has maintained an excellent record of on-time performance, on large as well as small projects, and its record of thorough, even-handed work for both private and public interests has earned it an excellent reputation with both.

InSite Principal Charlie Simpson would have primary responsibility for the preparation of the environmental documents. Mr. Simpson's expertise is in management and preparation of multi-disciplinary environmental impact analysis documents under CEQA and NEPA.

His project experience includes energy, alternative energy and industrial facilities, water resources, telecommunications, urban commercial and residential development, transportation plans and improvements, liquids and power transportation. Mr. Simpson has had comprehensive management responsibility for more than 100 EIRs, EISs, and equivalent documents, including a full range of EIR variants such as Supplemental, Subsequent, Master, Program and Focused EIRs. Mr. Simpson was responsible for the management and coordination of each of the electrical transmission projects identified in this statement of qualifications.

PROPOSED SUBCONTRACTORS

The InSite Environmental project team for the Lodi West project would include Moore Biological Consultants, The Genesis Society (Cultural Resources) and Environmental Vision (Visual Simulation). All three of these firms have many years of experience in their particular fields of expertise. Their quality of work and integrity has earned them the respect of their public and private sector clients. These firms are used regularly by InSite Environmental on EIR projects.

Moore Biological

Diane Moore has 23 years experience in the management of wildlife, fisheries, and wetland resources including inventory, impact assessment, permitting, and preparation of various environmental documents. Ms. Moore has assessed impacts of proposed development, energy, mining, agricultural, infrastructure, and restoration projects on aquatic and terrestrial resources, wetlands, and threatened and endangered species throughout California. She has also participated in several investigative studies for state and federal agencies and formulated plans to optimize and restore biological resources.

Moore Biological Consultants (MBC) was founded in mid-1997, and is now located in Calt. From this location, they provide services to clients in the Central Valley and Delta, Sierra Nevada, and Coastal regions of California. Principal Diane S. Moore, M.S. has provided consulting services addressing wetlands, endangered species, fisheries, wildlife biology, impact analysis, and permitting throughout California since 1986. MBC is a biology-based firm specializing in compliance with CEQA, NEPA, Clean Water Act (CWA), and State and Federal Endangered Species Acts. MBC is a 100% Women Business Enterprise (WBE) and was certified as a WBE by East Bay Municipal Utility District in 1997 (Vendor No. MOB47500).

MBC is composed of professional scientists with a practical perspective on the need to balance progress with environmental protection. MBC operates on the basis of honesty and full-disclosure in achieving resolution of complex and controversial environmental issues. This forthright approach has resulted in the excellent working relationships with planning, resource, and regulatory agencies. MBC is a regular participant in InSite Environmental project teams.

The Genesis Society

Sean Jensen of The Genesis Society has over twenty (20) years experience in cultural resource management involving extensive field survey and excavation work, lab and accessioning, and report preparation. Mr. Jensen has been involved in federal, state, and local agency projects distributed throughout California, Oregon, Arizona, Nevada, and Hawaii. Sean Jensen is an experienced California archaeologist with extensive first-hand experience throughout the State, and has completed several hundred projects.

The Genesis Society under the administration of Sean M. Jensen is intimately familiar with the cultural resource process and requirements such as evaluation of potential effects to historic and archaeological resources which may be located within a proposed undertaking's "Area of Potential Effect" (APE) which is required by Section 106 of the National Historic Preservation Act and the implementing regulations (36 CFR Part 800), and CEQA. All drafting and report production equipment items are owned outright, including primary office as well as laboratory and storage space in Paradise, California. Genesis Society also maintains appropriate four-wheel drive vehicles for undertaking field survey and excavation projects, thus ensuring prompt response to varying project requirements. The Genesis Society is a regular participant in InSite Environmental project teams.

Environmental Vision

Marsha Gale has over 28 years of professional experience in the fields of environmental planning and design. Her particular expertise in aesthetic design and simulation techniques includes extensive visual impact assessment experience for urban development and land planning projects. Ms Gale has completed a wide variety of CEQA studies for projects located throughout northern California. She serves as principal-in-charge for visual and aesthetic design studies that include accurate and highly realistic computer-generated simulations.

Environmental Vision provides specialized planning and design consulting services which address the aesthetics and public perception of environmentally sensitive projects. The firm has extensive experience in preparing visual studies for a variety of projects located within sensitive and scenic viewsheds. Environmental Vision staff's in-depth CEQA and NEPA expertise is complimented by considerable experience with state and federal agency procedures for visual impact evaluation including the Federal Energy Regulatory Commission, the California Public Utility Commission, the U.S. Bureau of Land Management and the U.S. Forest Service.

Environmental Vision has completed visual and urban design studies for a variety of projects including complex and controversial urban developments and public infrastructure improvements. Project experience includes visual resource and simulation studies for the Community Power Generation project in Fresno County, the Water Re-Use Facility in Benicia, the Central Valley Energy Center in San Joaquin County, the Hunters Point Dismantlement Project in San Francisco, the Alameda Point Redevelopment projects in Alameda, the Mare Island Dredge Disposal EIR/EIS in Vallejo, the EBMUD Lamorinda

Water System Improvements in Alameda and Contra Costa, the historic Hearst Memorial Mining Building and Goldman Public Policy School Expansion projects on the UC Berkeley campus, the De La Salle Institute in Napa, and the Pixar and the South Bayfront developments in Emeryville. Additional experience includes major urban development projects in Oakland such as the Jack London Square and the Oak to Ninth Mixed Use project and Kaiser Medical Center Master Plan.

3.0 RELEVANT PRIOR PROJECTS AND EXPERIENCE

InSite is experienced in all aspects of CEQA and NEPA environmental review and documentation, from the use of Initial Studies and Categorical Exclusions to the preparation of EAs, EIRs, and EISs, and related environmental documents. In addition to the preparation of documents, InSite is familiar with and regularly takes responsibility for all aspects of CEQA processing as well as public involvement programs.

InSite Environmental has cultivated a diversity of project experience and, with it, familiarity with new and changing circumstances. The firm has successfully addressed issues associated with utility systems, communication systems, major residential, commercial, industrial, mining, recreation/resort, energy, water, and transportation, including downtown redevelopment and renewal projects. Geographically, InSite's projects are distributed throughout the north state in a variety of urban, rural, and wildland settings.

InSite Environmental has extensive experience in the Lodi-Stockton, including the preparation of EIRs for major development projects throughout north Stockton. As a result, InSite has gained extensive knowledge of the resources of the project area.

InSite Environmental brings to the Lodi West project extensive experience in the preparation of environmental documentation related to electrical utility and transmission line project development. Much of InSite's electrical utility experience was obtained during an approximately 10-year engagement with the Modesto Irrigation District (MID). This time period coincided with utility deregulation, and MID pursued a variety of electrical system expansion projects that ultimately extended over an eight-county area. These projects included several 69- and 115-kV transmission lines on wood pole systems, and some of these projects were located within areas already served by PG&E. A sampling of projects completed for MID during this period and other energy projects is provided below.

MID Intertie Project Feasibility Study

In order to meet the growing electrical needs of its existing and future customers, the Modesto Irrigation District T&D Division proposed the construction of a new intertie connecting its existing Westley switching station near 1-5 with its expanded Rosemoore substation at the western edge of Modesto. The project would involve a 15 to 20-mile, 230 kilovolt (kV) transmission line on steel poles. The proposed intertie involved crossings of west Stanislaus County as well as the San Joaquin and Tuolumne rivers. Several potential corridors and corridor segments were evaluated for this approximately \$17 million project.

InSite Environmental was retained by MID to prepare an environmental feasibility evaluation of the intertie project and to identify a preferred corridor. The feasibility study considered 1) potential environmental constraints for siting of switching and substation improvements, 2) potential environmental constraints along each alternative corridor segment, 3) recommendations for selection of the "preferred" corridor, and 4) further environmental processing needs for the project. The feasibility study was accepted by the

Board of Directors, and formed a basis for further project planning and environmental review.

SSJID Solar Photovoltaic Array

The South San Joaquin Irrigation District (SSJID) proposed the installation of an 11,040-panel solar photovoltaic array on approximately 12-acres of vacant land adjacent to its South County Surface Water Supply Project Water Treatment Plant on Dodds Road in northern Stanislaus County. The 1.6-megawatt array would provide a primary source of power to the District's water treatment facility. The solar panels would be installed on steel support structures together with solar tracking mechanisms, power conversion facilities, electrical feed and control systems. InSite Environmental was retained to prepare CEQA environmental documentation for SSJID as lead agency, which was tiered in part to the District's EIR prepared for the water treatment facility. An Initial Study/Mitigated Negative Declaration was prepared and ultimately adopted by the SSJID Board of Directors prior to approving the project.

Electrical Expansion Program, Program EIR (MID)

In 1999, the Modesto Irrigation District Transmission and Distribution (T&D) Division outlined an electrical expansion program that would utilize the District's existing electrical supply assets and the opportunities available in the deregulated market. The proposed expansion program involved an approximately 5,500 square mile Program Area encompassing portions of eight counties, including San Joaquin. Expansion activities would include development of new supply taps from existing regional transmission lines, new sub-regional transmission lines, new substations and distribution systems. Transmission and distribution improvements would be constructed new development as well as to provide alternative service in areas with existing electrical service.

InSite Environmental, Inc. was retained by MID to prepare a program EIR on the proposed expansion program. Besides providing programmatic CEQA coverage for the expansion program as a whole, the Electrical Expansion Program EIR (PEIR) was designed to provide a planning tool for MID engineers and a means for simplifying CEQA review of individual electrical expansion projects. The PEIR has proved to be very successful in minimizing environmental effects and as a tiering tool to help reduce CEQA review requirements. After five years of use, InSite Environmental was retained to review, evaluate, update and improve the utility of the PEIR, which remains in use (2009).

Kiernan Substation IS/ND (MID)

Modesto Irrigation District proposed to construct a new 69 kV transmission line, distribution lines and a new substation on Kiernan Avenue in Stanislaus County to provide power for anticipated urban development north of the City of Modesto. The proposed transmission line would tap into an existing MID 69 kV transmission line located along Bangs Avenue; the proposed double circuit would extend north approximately XX miles from the existing line to the substation, providing additional reliability for the proposed service area. The project also included new underbuilt 12kV distribution circuits along the transmission alignment as well as reinforcement (reconductoring) of existing distribution lines along Kiernan and Dale Roads. InSite Environmental was retained by MID to prepare the CEQA documentation for this project, which resulted in an IS/MND.

Claribel/Minnear Substation IS/ND and Addendum (MID)

In 2003, the Modesto Irrigation District proposed construction of transmission lines, distribution lines and two substations that would serve urbanizing areas between the cities of Modesto and Riverbank in Stanislaus County. The project included the construction of four miles of transmission lines along Claribel, Roselle and, potentially, Coffee Roads with two substations to be located near the intersections of Claribel Road with Roselle Avenue and Coffee Road.

InSite Environmental was retained to prepare an Initial Study/Mitigated Negative Declaration (IS/MND) for the original project; IS/MND work included both cultural resource and biological field surveys as well as analysis of the range of subjects considered in CEQA documents. Subsequent to design changes, an addendum to the IS/MND was prepared in 2004. Relocation of one of the substations was addressed in a subsequent addendum. Both addenda were prepared by InSite Environmental.

Four Cities System Acquisition IS/ND (MID)

Modesto Irrigation District proposed the acquisition of approximately 800 miles of the PG&E electric transmission and distribution system in eastern San Joaquin and Stanislaus counties, including the cities of Ripon, Escalon, Oakdale and Riverbank. The proposed project involved severance of these existing portions of the PG&E system and construction of new MID transmission lines and substation equipment to feed the existing distribution infrastructure. A total of 49 miles of transmission line construction and reconductoring were required. Simpson Moore (InSite Environmental predecessor) prepared the IS/MND for the project, which was adopted before the project was ultimately abandoned. The Initial Study focused on potential impacts of new transmission and distribution development on biological resources, cultural resources and aesthetics within the proposed acquisition area.

Ripon-Escalon Electrical Expansion (MID)

Modesto Irrigation District proposed the extension of electrical service to the cities of Ripon and Escalon in San Joaquin County during the deregulation period. Both projects involved several miles of new 69/115 kV double-circuit transmission line, a substation and several miles of heavy-duty backbone distribution circuits within each community. Simpson Moore (InSite Environmental predecessor) was retained to prepare IS/MNDs for these projects; the IS/MNDs were focused on potential biological and community aesthetic impacts.

Ripon-Escalon Reliability and Distribution Project, Initial Study/Negative Declaration (MID)

Modesto Irrigation District proposed a 69/115 kV transmission line connecting its radial lines serving new customers in the cities of Ripon and Escalon. The approximately 10-mile transmission line, which would connect existing MID substations in each city, would provide additional system reliability. In addition, a distribution circuit was to be located on the same pole system in order to serve potential MID customers along the route. InSite Environmental was retained to prepare an IS/MND for the project; the document was focused on biological, cultural and aesthetic concerns.

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Mountain House Electrical Transmission System, Expanded Initial Study and Negative Declaration (MID)

Modesto Irrigation District was selected to provide electrical service to the new community of Mountain House northwest of Tracy. MID identified several alternatives for provision of electrical service; the alternatives involved several miles of new transmission line corridor and alternative substation sites. InSite Environmental was retained to prepare an Expanded Initial Study that would consider the relative impacts of the alternatives, particularly with respect to consistency with the Mountain House New Community Master Plan, aesthetic impacts on the master planned community, and biological concerns. InSite Environmental prepared the Initial Study and a Negative Declaration for the project.

4.0 SCHEDULE AND BUDGET

PROPOSED SCHEDULE

InSite Environmental proposes to complete the EIR process for the Lodi West 60-kV Power Line Project in a total of nine (9) months extending to mid-January 2010. The proposed timetable is shown on the following page. Achieving the proposed timeline will depend on fairly tight review and turnaround times for administrative review, but we believe that, after discussion with staff during the initiation period, it can be achieved.

PROPOSED BUDGET

InSite Environmental proposes to complete the EIR process for the Lodi West 60-kV Power Line Project with a proposed budget of \$137,793.08, based on the Scope of Work as described in Chapter 1.0. The budget includes allowances for all of the line items requested in the proposal. A budget detail is shown on the second page following.

**PROPOSED BUDGET
LODI WEST 60 KV POWER LINE PROJECT**

LABOR

	<i>TOTAL</i>	
	<i>HOURS</i>	<i>COST</i>
TASK 1.0 PROJECT MANAGEMENT		
Task 1.1 Project Initiation	14	\$1,900.00
Task 1.2 Project Management Meetings	34	\$5,000.00
Task 1.3 Data Collection	36	\$3,620.00
Total Task 1.0	84	\$10,520.00
TASK 2.0 NOTICE OF PREPARATION		
Task 2.1 Pre-Project Meetings (Invited Public)	23	\$3,650.00
Task 2.2 Notice of Preparation (including Initial Study)	58	\$6,600.00
Task 2.3 Scoping Meeting (Agencies)	8	\$1,090.00
Total Task 2.0	89	\$11,340.00
TASK 3.0 ENVIRONMENTAL IMPACT REPORT		
Task 3.1 Project Descripton	30	\$3,520.00
Task 3.2 Administrative Draft EIR		
Aesthetics	20	\$2,240.00
Agriculture	22	\$2,410.00
Climate and Air Quality	15	\$1,680.00
Biological Resources	20	\$2,250.00
Cultural Resources	12	\$1,390.00
Geology and Soils	18	\$1,990.00
Hazards and Hazardous Materials	21	\$2,400.00
Hydrology and Water Quality	18	\$2,040.00
Land Use and Planning	28	\$3,210.00
Noise	15	\$1,680.00
Population and Housing	6	\$695.00
Public Services	30	\$3,080.00
Transportation	21	\$2,270.00
Utilities and Services	23	\$2,430.00
Global Climate Change	17	\$2,190.00
Growth Inducing Impacts	18	\$2,270.00
Alternatives	48	\$5,620.00
Cumulative Impacts	32	\$3,920.00
Other Requirements	12	\$1,570.00
<i>Subtotal, First Administrative Draft EIR</i>	<i>396</i>	<i>\$45,335.00</i>
<i>Second Administrative Draft EIR</i>	<i>88</i>	<i>\$9,560.00</i>
<i>Total, Task 3.2</i>	<i>484</i>	<i>\$54,895.00</i>
Task 3.3 Screen Check EIR and DEIR Publication	64	\$6,920.00
Task 3.4 Final EIR	96	\$10,800.00
Task 3.5 Findings	32	\$3,320.00
Task 3.6 Mitigation Monitoring Plan	28	\$2,600.00
Total Task 3.0		\$82,055.00
TASK 4.0 TECHNICAL ANALYSIS (included in Task 3.0 Costs)		
TASK 5.0 PRESENTATIONS		
Preparation of Planning and City Council Reports	20	\$2,480.00
Planning Commission Meeting 1	8	\$1,160.00
Planning Commission Meeting 2	8	\$1,160.00

City Council Meeting 1	8	\$1,160.00
City Council Meeting 2	8	\$1,160.00
Other Outside Meeting 1	8	\$1,160.00
Other Outside Meeting 2	8	\$1,160.00
Total Task 5.0		\$9,440.00

TASK 6.0 DELIVERABLES (5% of gross budget) \$6,561.58

Gross budget is total of Tasks 1, 2, 3, 5 plus expenses and subcontractors

NON-DELIVERABLE EXPENSES

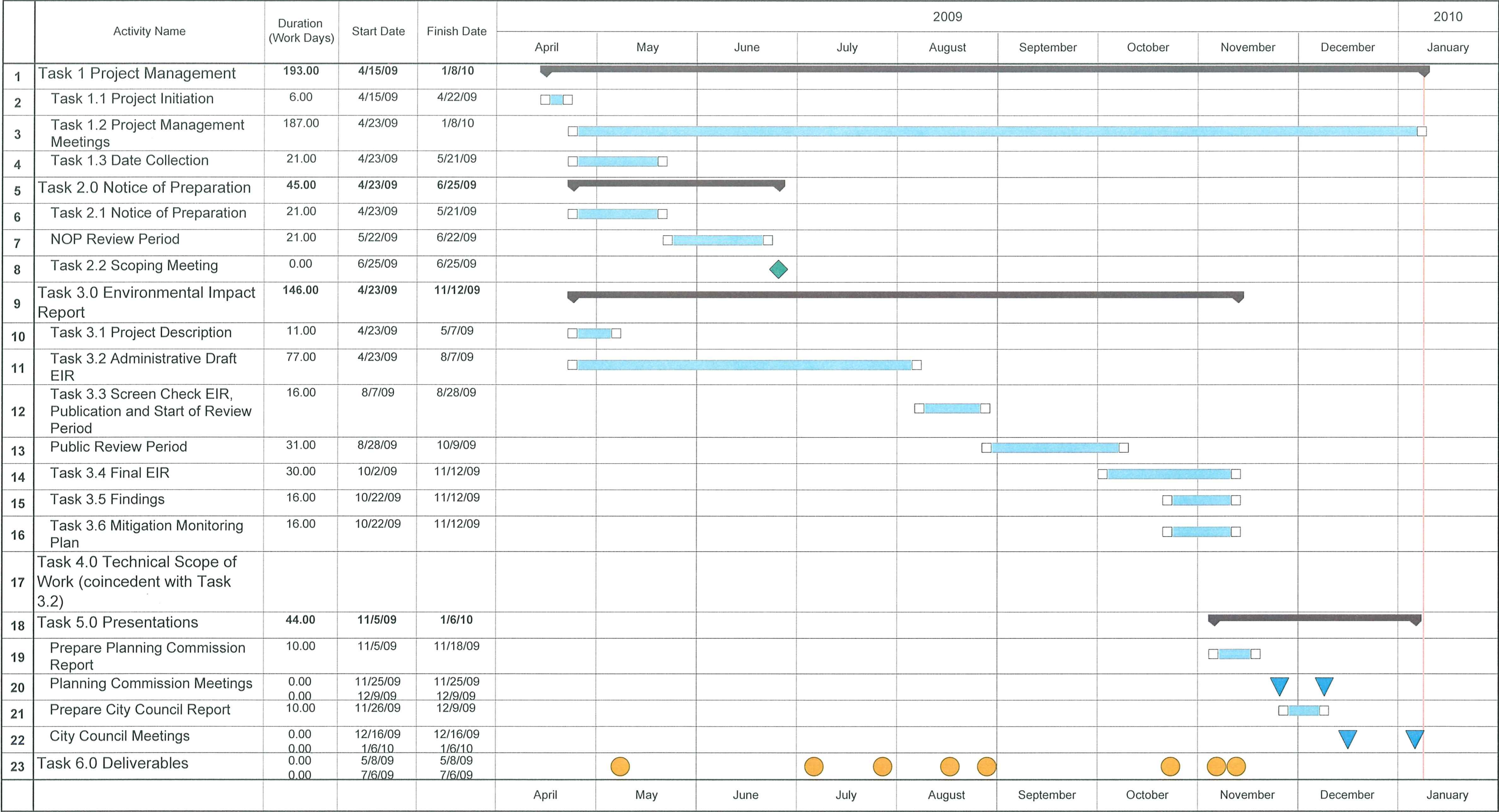
Mileage	300	\$181.50
In-House Copies (15¢)	1000	\$150.00
Miscellaneous Purchases (Cost+10%)	\$300	\$330.00
Total Expenses		\$661.50

SUBCONTRACTORS

Environmental Vision	\$6,000	\$6,600.00
Moore Biological Consultants	\$3,750	\$4,125.00
The Genesis Society (Cultural)	\$5,900	\$6,490.00
Total Subcontractors		\$17,215.00

TOTAL PROPOSED COST \$137,793.08

LODI WEST 60 KV POWER LINE PROJECT SCHEDULE



RESOLUTION NO. 2009-74

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING
THE CITY MANAGER TO EXECUTE A PROFESSIONAL
SERVICES AGREEMENT WITH INSITE ENVIRONMENTAL, INC.
FOR PREPARATION OF LODI WEST 60kV POWER LINE
PROJECT ENVIRONMENTAL IMPACT REPORT

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NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a Professional Services Agreement with InSite Environmental, Inc., for the preparation of the Lodi West 60kV Power Line Project Environmental Impact Report, in an amount not to exceed \$137,793.08.

Dated: June 3, 2009

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I hereby certify that Resolution No. 2009-74 was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 3, 2009, by the following vote:

AYES: COUNCIL MEMBERS – Hitchcock, Katzakian, Mounce, and
Mayor Hansen

NOES: COUNCIL MEMBERS – Johnson

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None


RANDI JOHL
City Clerk